PSUFA Economic Reopener Outcomes


The parties agree to renegotiate the economic provisions of this Agreement beginning no later than February 28, 2018 or such date thereafter as may be mutually agreed upon by the parties. For the purposes of this Section, the “economic provisions of this Agreement” are Article 12 (Salaries and Payroll Administration), Article 13 (Faculty Education Fund and Professional Development) and Article 14 (Health Insurance Stipend and Fund). The parties will promptly bargain replacement economic provisions of this Agreement. The parties will make every effort to complete bargaining within 90 calendar days. The economic provisions of this Agreement will be frozen at the levels that were in effect on February 28, 2018 until the bargaining process is concluded.


Article 12 – Salaries and Payroll Administration,
(pg. 23 of PSUFA CBA June 1, 2015 – June 30, 2020).

Article 12.5 – Length of Service Increases,
(pg. 24 of PSUFA CBA June 1, 2015 – June 30, 2020).
• PSUFA-Union Statement of Intent RE: Article 12.5.
• PSU-Admin Statement of Intent RE: Article 12.5.

Article 13 – Faculty Education Assistance Fund,
(pg. 23 of PSUFA CBA June 1, 2015 – June 30, 2020).

Article 13.4 – Staff Fee Privileges
(pg. 27 of PSUFA CBA June 1, 2015 – June 30, 2020).
• MOU on Staff Fee Privileges.

Article 14 – Deleted,
(pg. 28 of PSUFA CBA June 1, 2015 – June 30, 2020).
• LOA Heathcare

Article 15 – Adjunct Faculty Assistance Fund,
(pg. 28 of PSUFA CBA June 1, 2015 – June 30, 2020).

Article 22 – Negotiation of successor Agreement,
(pg. 31 of PSUFA CBA June 1, 2015 – June 30, 2020).

Final Signature Page - Ratification Date of June 22, 2018 for outcomes from Economic Reopener TA’s.
Article 12. SALARIES AND PAYROLL ADMINISTRATION

Preamble. PSU and PSUFA affirm their commitment to equity as an essential framework of the institution’s administration including the terms and conditions of employment of our part-time faculty.

Nothing in this Article should be construed to limit the ability of employing units to set rates that exceed the minimum per credit and hourly salary rates established in this Article.

Section 1. Except for emeriti and those on post-retirement agreements, members exiting the AAUP bargaining unit and entering the PSUFA bargaining unit, as a result of a reduction in load, will be employed at salary rates no less than the minimum for the faculty rank at which they were formerly employed, provided that said rate is at least equal to the minimum set forth in Section 2 or Section 3, below.

Section 2. Instructional Appointments.

A. Minimum Salary Rates: Minimum salaries for members of the bargaining unit who are employed as adjunct faculty or emeritus faculty will be set at a per credit rate of no less than the following:

- Effective Fall Term 2018: $984
- Effective Fall Term 2019: $1009 + COLA (see Section 4)

B. Other Salary Increases:

- Effective September 16, 2018, adjunct instructional faculty employed at a rate between $928 and $984 per credit at their last date of employment during the previous academic year (2017-18) will earn a 6% increase to base per credit wage.

- Effective September 16, 2018, adjunct instructional faculty employed at a rate of $985 per credit or greater at their last date of employment during the previous academic year (2017-18) will earn a 0.5% increase to base per credit wage.

- Effective September 16, 2019, adjunct instructional faculty employed at a rate between $984 and $1,009 per credit at their last date of employment during the previous academic year (2018-19) will earn a 2.5% increase to base per credit wage.

Section 3. Research Appointments.

A. Minimum Salary Rates: Members of the bargaining unit who are employed as Research Assistants or Research Associates will be appointed at salary rates no less than the following:

- Research Assistant, Effective September 16, 2018: $23.14 per hour
- Research Assistant, Effective September 16, 2019: $23.72 per hour + COLA (see Section 4)
- Research Associate, Effective September 16, 2018: $24.95 per hour
- Research Associate, Effective September 16, 2019: $25.57 per hour + COLA (see Section 4)
B. **Other Salary Increases:**

Effective September 16, 2018, Research Assistant adjunct faculty members employed at a rate between $21.83 and $23.14 per hour at their last date of employment during the previous academic year (2017-18) will earn a 6% increase to base per-hour wage.

Effective September 16, 2018, Research Assistant adjunct faculty members employed at a rate greater than $23.14 per hour at their last date of employment during the previous academic year will earn a 0.5% increase to base per-hour wage.

Effective September 16, 2019, Research Assistant adjunct faculty members employed at a rate between $23.14 and $23.72 per credit hour at their last date of employment during the previous academic year (2017-18) will earn a 2.5% increase to base per-credit-hour wage.

Effective September 16, 2018, Research Associate adjunct faculty members employed at a rate between $23.54 and $24.95 per hour at their last date of employment during the previous academic year (2017-18) will earn a 6% increase to base per-hour wage.

Effective September 16, 2018, Research Associate adjunct faculty members employed at a rate greater than $24.95 per hour at their last date of employment during the previous academic year (2017-18) will earn a 0.5% increase to base per-hour wage.

Effective September 16, 2019, Research Associate adjunct faculty members employed at a rate between $24.95 and $25.57 per credit hour at their last date of employment during the previous academic (2018-19) year will earn a 2.5% increase to base per-credit-hour wage.

**Section 4. Cost of Living Adjustments (COLA).**

Effective September 16, 2019, all eligible adjunct faculty members will receive a cost of living adjustment to their salary rate on the first day of their first employment period during that academic year. Such adjustment will be equal to the percent change in the CPI. If the percentage increase in CPI is less than 1.5%, then the increase in salary will be 1.5%. If the percentage increase in CPI is more than 3.5%, then the increase in salary will be 3.5%.

“Eligible adjunct faculty members” are those adjuncts who are employed for at least one (1) term (not including Summer Session) during the previous four terms in an adjunct position, except that for the September 16, 2019 COLA, “eligible adjunct faculty member” will include all adjunct faculty members including new hires.

For the purposes of this Article, “CPI” means the Portland-Hillsboro-Vancouver Consumer Price Index for All Urban Consumers (CPI-U) for the previous 12-month period as published in or near February each year by the U.S. Department of Labor’s Bureau of Labor Statistics.

**Section 5. Length of Service Increases.**

Retain current contract language. Parties agree to draft a statement of intent.
Section 6. Compensation for Committee Service, Advising and Mentoring Activities, and Special Projects.

Adjunct instructional faculty who participate in committee service, advising and mentoring activities, or who are assigned special projects for the University upon University request and Department Chair approval, as provided in Article 8, Section 1, will be compensated for such participation through a salaried wage agreement.

Special projects include, but are not limited to, developing courses to be taught by other faculty members and curriculum development. Advising and mentoring activities include assigned advising and mentoring activities for students who are not currently enrolled in the adjunct faculty member’s course.

The salaried wage agreement must be negotiated and executed in advance of the faculty member’s service or project. The agreement must include an estimate of the anticipated time commitment and an estimated total cost based on a minimum rate of $25 per hour.

The total amount of compensation for committee service or special projects under this Article 12, Section 6, combined with the faculty member’s instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

Section 7. Compensation for Independent Study Supervision.

Adjunct instructional faculty who supervise student independent study, with approval of their Chair, will be compensated through a salaried wage agreement. The salaried wage agreement must be executed in advance of the faculty member’s supervision. The agreement must include a fixed salary based on the credits of supervision, as approved by the Chair. The fixed salary will be the greater of $100 or $50 per approved credit. The total amount of compensated service under this Article 12, Section 7, combined with the faculty member’s instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

Section 8. Course Cancellation / Late Notice Compensation.

Fall Term Late Notice Compensation.

An adjunct instructional faculty member will receive compensation in accordance with the following schedule if their letter of appointment is offered late.

<table>
<thead>
<tr>
<th>If the letter of appointment is offered...</th>
<th>the adjunct instructional faculty member will receive compensation in the amount of...</th>
</tr>
</thead>
<tbody>
<tr>
<td>within four weeks of the first class meeting,*</td>
<td>$50 per credit.</td>
</tr>
<tr>
<td>Within two weeks of the first class meeting,</td>
<td>$75 per credit.</td>
</tr>
<tr>
<td>after the first class meeting,</td>
<td>$100 per credit.</td>
</tr>
</tbody>
</table>

* This compensation only applies to adjunct instructional faculty with annual or multi-year contracts.
If an adjunct faculty member withdraws from the course assignment less than two weeks before the first class meeting and the University assigns another faculty member to teach that course, then PSU is not obligated to pay late notice fees.

**Winter and Spring Late Notice Fee.**

An adjunct instructional faculty member will receive compensation in accordance with the following schedule if their letter of appointment is offered late.

<table>
<thead>
<tr>
<th>If the letter of appointment is offered...</th>
<th>the adjunct instructional faculty member will receive compensation in the amount of...</th>
</tr>
</thead>
<tbody>
<tr>
<td>within two weeks of the first class meeting,</td>
<td>$75 per credit.</td>
</tr>
<tr>
<td>after the first class meeting,</td>
<td>$100 per credit.</td>
</tr>
</tbody>
</table>

If an adjunct faculty member withdraws from the course assignment less than two weeks before the first class meeting and the University assigns another faculty member to teach that course, then PSU is not obligated to pay late notice fees.

**Course Cancellation Compensation.**

An adjunct instructional faculty member will receive compensation in accordance with the following schedule if their course is cancelled.

<table>
<thead>
<tr>
<th>If the assigned course is cancelled ...</th>
<th>the adjunct instructional faculty member will receive compensation in the amount of...</th>
</tr>
</thead>
<tbody>
<tr>
<td>within two weeks of the first class meeting,</td>
<td>$100 per credit.</td>
</tr>
<tr>
<td>after the first class meeting,</td>
<td>$125 per credit.</td>
</tr>
</tbody>
</table>

This provision only applies during Fall, Winter, and Spring Terms. During Summer Term, cancellation compensation will be calculated and dispensed according to the HR form "Cancellation of Appointment for Adjunct Pay."

If a course assigned to an adjunct instructional faculty member is cancelled for any reason, then the employing unit will make efforts to assign a different course to them, one that they have taught at PSU before. If the faculty member is assigned an equivalent replacement for their cancelled course in the same term, the employing unit will not be required to pay the late notice/course cancellation fee, with the exception of the following: If an adjunct instructional faculty member is assigned a replacement course within two weeks of the first class meeting and they have not taught such course within the past three academic years, the adjunct faculty member will be compensated at the rate of $75 per credit.
Due to off-cycle enrollment, Article 12, Section 8, does not apply to adjunct faculty teaching Applied Music Instruction courses or to instructional adjunct faculty who are employed in the Intensive English Language Program (IELP).


The University agrees to compensate up to three (3) bargaining unit members for the purpose of preparing for and participating in the negotiation of a successor Agreement, re-opened Agreement, or expedited bargaining, as provided in this Section.

The first, third, and fifth Union bargaining team members will be compensated as provided in this Section. The second, fourth, and sixth Union bargaining team members will not be entitled to compensation under this Section.

The compensation for contract negotiations is intended to be sufficient to compensate the member for time spent to prepare for and participate in the negotiations. “Participate in negotiations” includes the scheduled bargaining sessions, team caucus meetings, preparation time to bargain, and time to do research and analysis for bargaining. Compensation for each bargaining unit member will not exceed the equivalent of two credits for a maximum of two terms.

Only those bargaining unit members currently under contract with the University are eligible for compensation under this Section. Members compensated under this Section will be compensated through a salaried wage agreement. The agreement must include an estimate of the anticipated time commitment and a corresponding fixed salary based on a per credit equivalency, up to a maximum of two credits for no more than two terms as provided above. The total amount of compensated service under this Article 12, Section 9, combined with the faculty member’s instructional/research appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year. The salaried wage agreement must be executed in advance of the faculty member’s participation in contract negotiations.

Section 10. Academic Excellence Awards.

In addition to existing awards at the Department, School/College, and University levels, the parties agree to establish annual awards specifically for adjunct faculty. Each academic year, the University will recognize two adjunct faculty members for academic excellence, one for demonstrated excellence in teaching and one for demonstrated excellence in scholarship. The recipients of the Adjunct Academic Excellence Awards will each receive a payment of $1000, funded by the University. The Letter of Agreement include in this Agreement outlines the details for the creation and administration of the awards.

Section 11. Payroll Administration.

Pay will be distributed for each term of the academic year and Summer Term as follows: the first pay date for Fall Term is October 31st, the first pay date for Winter Term is January 31st, the first pay date for Spring Term is April 30th, and the first pay date for Summer Term is July 31st.

Payroll advances may be requested using regular payroll advance rules as published on the HR website.
Section 12. Release Time for Other Union Duties.

Members designated by the Union shall be compensated by the University for the performance of Union activities related to administering the CBA. Compensation for these members will be secured using a salaried wage agreement at a fixed salary in the equivalent per credit hour compensation. The University and the Union agree that a pool of up to eight (8) credits per fiscal year will be available for this purpose. Each member will not receive more than two (2) credit hours of compensation in any one academic term or during Summer Term. The total amount of compensated service under this Article 12, Section 12, combined with the faculty member’s instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

The Article in question reads:
Adjunct Faculty Members employed on September 30, 2017 will receive a salary increase based on years of continuous service at the University, as of that date, as follows:
   a. Three years of service or more, but less than five years of service: 0.25%
   b. Five years of service or more, but less than seven years of service: 0.50%
   c. Seven years of service or more, but less than nine years of service: 0.75%
   d. Nine years of service or more: 1.00%

PSUFA affirms our interpretation of the language and spirit of Article 12, Section 5 of the Collective Bargaining Agreement, 2015-2020, as follows:

We believe that length-of-service increases (LoS) were intended to be continuous awards, not one-time awards.

First, we interpret the language of the CBA to support continuous LoS. Whereas PSU reads “September 30, 2017” as an indication of a one-time event, we believe that date establishes eligibility for LoS, not a date at which the LoS is enacted. The clause “as of that date” refers to the amount of the increase, specified in the tiers that follow. We do not believe any of the language in this section identifies LoS as a one-time event.

Second, it is generally acknowledged that LoS is an ongoing practice: “This raise could be given every year after a certain number of years of employment, or it could be given at special, predefined milestones.”1 Neither of these options suggests that an LoS should be provided only once. Also known as a “longevity raise,” this kind of increase is in part designed “to recognize loyalty and to inspire new or potential employees to see that the company values experience and loyalty.”2 We believe that neither of these purposes can be achieved with a one-time LoS because (a) loyalty is a relational and continuous practice, not something that can be acknowledged on a one-time basis, and (b) new and potential employees that did not qualify on September 30, 2017, would have no reason to believe there would be another LoS in the future.

Third, we have retained documentation from the negotiations that produced this increase. Our notes indicate a clear, shared intent to establish ongoing LoS. Included at the conclusion of this statement are screenshots of PSU proposals from the 2015 negotiations. As one can see, PSU’s original proposals indicated an ongoing LoS for subsequent academic years. However, upon agreeing to an economic reopener during the term of the CBA, teams no longer projected the LoS into later academic years. This evidence, however, demonstrates a mutual understanding that LoS was intended to be an ongoing award.

Fourth, we have written testimony from a member of the bargaining team that created this LoS which indicates a clear, shared intent to establish ongoing LoS:
   ...
   ...the additional amount was applied to our salary base according to our length of service from then on. So that your salary rose over time. It was not simply a one-time payment. The intent was to reward ongoing contribution by all adjuncts and was an inducement to teach longer thus save the school additional costs associated with recruiting new adjuncts. As your length of service increased from one bracket to the next your “LOS” was also increased until you hit the top bracket - 10 years or so. This was a continuous program, otherwise it wouldn't benefit the school by retaining their teaching staff. [sic]

We acknowledge and understand PSU’s reasoning for their interpretation, but we disagree that the language and the spirit of the CBA, nor the negotiations that created it, support their interpretation.

Images of 2015 PSU proposals:

1 https://hrdailyadvisor.blr.com/2015/08/20/what-is-a-longevity-increase/
2 https://money.howstuffworks.com/business/professional-development/longevity-raise.htm
### ADMIN Economics Proposal #1

<table>
<thead>
<tr>
<th>Interests</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
<th>FY 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Salaries</td>
<td>2.5% Increase to the minimum per credit hour rate effective Fall term</td>
<td>2.5% Increase to the minimum per credit hour rate effective Fall term</td>
<td>CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term</td>
<td>CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term</td>
</tr>
<tr>
<td>Non Minimum Salaries</td>
<td>Instructional: $12/credit Non-Instructional: $0.35 hourly rate increase Effective Fall term</td>
<td>Instructional: $14/credit Non-Instructional: $0.40 hourly rate increase Effective Fall term</td>
<td>Instructional: $16/credit Non-Instructional: $0.45 hourly rate increase Effective Fall term</td>
<td>Instructional: $18/credit Non-Instructional: $0.50 hourly rate increase Effective Fall term</td>
</tr>
<tr>
<td>Length of Service</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
</tr>
</tbody>
</table>

### ADMIN Economics Proposal #2

+ **ZOPA Items**: Academic Quality task force and addition to the letter of hire regarding class size; sick leave study and follow up on bank;

<table>
<thead>
<tr>
<th>Interests</th>
<th>FY 17 (AY 2016)</th>
<th>FY 18 (AY 2017)</th>
<th>FY 19 (AY 2018)</th>
<th>FY 20 (AY 2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Salaries</td>
<td>4% Increase to the minimum for instructional and research effective Fall term</td>
<td>4% Increase to the minimum for instructional and research effective Fall term</td>
<td>CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term</td>
<td>CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term</td>
</tr>
<tr>
<td>Non Minimum Salaries</td>
<td>Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term</td>
<td>Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term</td>
<td>Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term</td>
<td>Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term</td>
</tr>
<tr>
<td>Length of Service</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
</tr>
</tbody>
</table>

### ADMIN Economics Proposal #3

+ **ZOPA Items**: Academic Quality task force and addition to the letter of hire regarding class size; sick leave study and follow up on bank;

<table>
<thead>
<tr>
<th>Interests</th>
<th>FY 17 (AY 2016)</th>
<th>FY 18 (AY 2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Salaries</td>
<td>4% Increase to the minimum for instructional and research effective Fall term</td>
<td>3% Increase to the minimum for instructional and research effective Fall term</td>
</tr>
<tr>
<td>Non Minimum Salaries</td>
<td>Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term</td>
<td>Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term</td>
</tr>
<tr>
<td>Length of Service</td>
<td>3 – 5 Years 0.25% &gt; 5 – 7: 0.50% &gt; 7 – 9: 0.75% &gt; 9 – MAX: 1.0%</td>
<td></td>
</tr>
</tbody>
</table>
PSU Statement of Intent: Article 12, Section 5, Length of Service Increases  
May 22, 2018

During the 2018 economic reopener negotiations, the parties discussed the meaning and application of Article 12 Salaries and Payroll Administration, Section 5, Length of Service Increases. We quickly discovered that each party had a different interpretation of the meaning and application of the length of service salary increases.

PSU believes that the length of service awards were negotiated on a one-time basis to be applied on a specific date. Our evidence for our position is that the length of service salary increases were granted to eligible faculty members on September 30, 2017. There are other economic contract provisions that are clearly multi-year funding, including but not limited to; Article 12, Section 10, Academic Excellence Awards; Article 13, Section 1, Faculty Education; and Article 13, Section 2, Professional Development.

PSU does not believe it is required to grant length of service increases in September 2018 and September 2019, the remaining years of the current CBA term, because the parties did not agree to length of service increases on any date other than September 30, 2017.
Article 13. FACULTY EDUCATION FUND AND PROFESSIONAL DEVELOPMENT

Section 1. Faculty Education

The University will provide a fund for faculty education of $45,000 per fiscal year for each year of this Agreement for the payment of tuition for members of the bargaining unit. Bargaining unit members may apply each term for a grant from this fund to be used for enrollment in career-related PSU courses. Preference will be given to applicants taking courses applicable to the completion of an advanced degree.

Requests will be completed by faculty, approved by the Union as to eligibility and amount, and forwarded to the Office of Academic Affairs for review and processing until funds are expended. Bargaining unit members shall submit one application for all courses in that academic term for which a grant is sought.

If, at the end of a given fiscal year, all available Faculty Education Funds are not expended, then they will be carried over and available for use during the next fiscal year. For courses attended pursuant to this section, members shall pay $24.00 per credit hour.

September 1 for Fall Term courses
December 1 for Winter Term course
March 1 for Spring Term courses
June 1 for Summer Term courses

Application for the Faculty Education Funds is contained in Appendix C.

Section 2. Professional Development

Members of the bargaining unit will be eligible for professional development funds related to their growth as instructional/research faculty at PSU. The fund for professional development shall be $100,000 per fiscal year. If, at the end of a given fiscal year, all available Professional Development funds are not expended, then they will be carried over and available for use during the next fiscal year.

The use of Professional Development Funds is subject to pre-approval by the member’s supervisor and all applicable University policies and procedures regarding appropriate use and documentation of University expenditures. Examples of such use could include, but are not limited to, travel for presentation of scholarly work, conference fees, travel costs, professional organization fees, professional licensure or certification requirements, acquisition of specialized equipment (such as laboratory or art supplies), subscriptions, books, submission fees, and relevant training and continuing education opportunities.

Requests will be completed by faculty; approved by the Department Chair or designee and by the Union; and forwarded to the Office of Academic Affairs for review. Preference will be given to applicants presenting, performing, or conducting primary research in their respective fields. Grants of professional development funds are limited to $2,000 per eligible member per year. All award letters will be cc’d to the appropriate Dean.
Timelines for applying for Professional Development Funds are as follows:

- September 1 for Fall Term activities
- December 1 for Winter Term activities
- March 1 for Spring Term activities
- June 1 for Summer Term activities

Application for the Professional Development Funds is contained in Appendix C.

**Section 3. Modification of Application Forms**

The University and the Union agree to modify the forms in Appendix C outside of collective bargaining, as needed.

**Section 4. Staff Fee Privileges**

If Portland State University Board of Trustees approves a staff fee privilege program during the term of the Agreement, which prorates the benefit for less than half-time employees, PSU will open the Agreement and negotiate.

**Section 5. Successor Negotiations**

Should the parties agree to extend the term of this Agreement, the University will continue to allocate funds under this Article pro rata per academic term. The parties agree that any funds disbursed during this period shall be deducted from the amount agreed upon in a successor collective bargaining agreement.
APPENDIX C (1): FACULTY EDUCATION FUND

This document is for reference only; please use the online application.

Eligibility to Apply: Membership in the part-time faculty bargaining unit during the academic year preceding or during the year in which the course is taken. If you have any questions, email the PSU Faculty Association at benefits@psufa.org.

Name: __________________________________________ Employee ID #: __________________________

Street Address: ______________________________________________________________________________

City, State, Zip: ______________________________________________________________________________

Telephone: __________________________ E-mail address: __________________________________________

Department: ______________________________________________________________________________

List most recent term and position assignment: _____________________________________________________

(1) List the term, course(s), and credit hours you plan to take [complete a separate form for each academic term]:

<table>
<thead>
<tr>
<th>Term</th>
<th>Credit Hours</th>
<th>Department, Course No., Course Title</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

(2) Please explain how the course(s) you plan to take fits into the development of your career:

__________________________________________________________________________________________

__________________________________________________________________________________________

Signature __________________________________________ Date __________________________

Please observe the following deadlines:

September 1 for Fall Term courses  March 1 for Spring Term courses
December 1 for Winter Term course  June 1 for Summer Term courses

Pursuant to Article 13, Section 1, of the PSU & AFT Agreement: Faculty member pays $24.00 per credit hour. The balance of the instructional fee (tuition) will be charged to index OAA 030 as a fee remission. All other fees (resource, building, incidental, health service, and any course-specific fees) will be remitted against the specific income account, as appropriate.

<table>
<thead>
<tr>
<th>For PSU Faculty Association Use Only</th>
<th>Approval for the Association</th>
<th>Date</th>
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<th>For Cashiers Use Only</th>
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</table>
APPENDIX C (2): APPLICATION FOR PROFESSIONAL DEVELOPMENT FUND

This document is for reference only; please use the online application.

Eligibility to Apply: Membership in the part-time faculty bargaining unit during the current academic year. If you have any questions, email the PSU Faculty Association at benefits@psufa.org. You are required to submit a brief itemized budget. A formatted Excel sheet can be downloaded here and uploaded below once completed.

Name: ______________________________________________ Employee ID #: ______________________

Street Address: __________________________________________________________________________

City, State, Zip: _________________________________________________________________________

Telephone: ____________________________ E-mail Address: ____________________________________

List most recent term and position assignment: _______________________________________________

<table>
<thead>
<tr>
<th>Award Amount</th>
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Briefly describe the activity for which you are applying for funding:
________________________________________________________________________________________
_____________________________________________________________________________________

How does the activity described above fit into your work at Portland State?:
________________________________________________________________________________________
_____________________________________________________________________________________

How does the activity described above fit into the development of your career?:
________________________________________________________________________________________
_____________________________________________________________________________________

Dates of Activity: _______________________________________________________________________

Location of Activity: ____________________________________________________________________

Total Amount Requested: $___________________________

Attach Letters of invitation or confirmation, workshop registration, airfare quotes, etc.

Please upload a brief itemized budget statement. It is required that you use the editable Excel outline that can be downloaded above.

Employee Signature ___________________________ Date ___________________________
Applications must be signed by your Department Chair or chair-equivalent by the application deadline. Please enter your Department Chair's name and pdx.edu email address. An email will be sent in order to obtain a signature.

You will receive an email notification when your department chair has signed your application.

Chair Name: ____________________________________________________________

Chair Email: ___________________________________________________________@pdx.edu.

Chair Title: ___________________________________________________________________

Chair Department: ___________________________________________________________________

Chair Signature __________________________ Date ______________

Please observe the following deadlines.

● September 1 for Fall Term activities (October through December)
● December 1 for Winter Term activities (January through March)
● March 1 for Spring Term activities (April through June)
● June 1 for Summer Term activities (July through September)

The amount granted to you through the PSUFA Professional Development Fund is available for your use within one year of your award date. After one year, you will no longer have access to any unused funds remaining in your account.

** Please note that incomplete applications cannot be processed. **

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<tr>
<th>For PSU Faculty Association Use Only</th>
<th>Approval for the Association</th>
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<td>For OAA Use Only</td>
<td>Approval for the University</td>
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MEMORANDUM OF UNDERSTANDING
Between Portland State University Faculty Association (PSUFA) Local 3571, AFT-Oregon, AFT, AFL-CIO, and Portland State University (PSU)

In the spirit of cooperation, the parties met during 2018 economic re-openers and agreed to the following:

PSU and PSUFA agree to perform necessary research and to communicate with each other and other relevant parties in advance of successor negotiations in 2020 regarding staff fee privileges, or a tuition waiver program, for part-time faculty. Ongoing communication will occur between the parties in Labor Management.

This MOU shall be effective upon signature and shall remain in effect until the expiration of the current CBA.
LETTER OF AGREEMENT
Between Portland State University Faculty Association (PSUFA) Local 3571, AFT-Oregon, AFT, AFL-CIO, and Portland State University (PSU)

In the spirit of cooperation, the parties met during 2018 economic re-openers and agreed to the following:

Section 1. Health Care Exploration Task Force
The Association and the University mutually endeavor to study healthcare for adjunct faculty members through the establishment of a joint Task Force in order to ensure adequate, affordable health care support for all bargaining unit members.

1. The Parties will establish a Health Insurance Task Force comprised of a maximum of four (4) adjunct faculty members selected by the PSUFA Executive Council and a maximum of four (4) selected by the University. Adjunct faculty members will be compensated for service on the Task Force as provided in this Section 1, Paragraph 2.

2. The University agrees to compensate up to two (2) bargaining unit members for the purpose of service on the Task Force at a rate of $25 per hour for a maximum of one hundred (100) hours per member. Members compensated under this Section will be compensated through a salaried wage agreement. The total amount of compensated service under this Letter of Agreement (LOA), combined with the faculty member’s instructional/research appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year. The salaried wage agreement must be executed in advance of the faculty member’s participation in the Task Force.

3. The Task Force will evaluate options for a part-time faculty group health insurance plan, including but not limited to, options available through PEBB or other employer-sponsored group plans, independently managed qualified group plans, employee medical trusts, and potential legislative options. The Task Force may also evaluate options for collaborating with other Oregon public colleges and universities on a multi-employer-sponsored group plan or an employee medical trust.

4. The Task Force will explore a broad range of possibilities for providing health insurance for adjunct faculty members. The Task Force will advise in the development of Requests for Proposals for any applicable plans and review bids received. The University agrees to provide any information necessary to obtain estimates or bids, including census data.
5. The Task Force may recommend that the University contract with a health insurance consultant to assist with these tasks. The University will pay the first $75,000 of all costs associated with the contracting of a consultant. If the costs associated with contracting the consultant exceed $75,000, the University and the Union will equally pay all exceeding costs associated with the contracting of a consultant. The Parties will jointly select the consultant from among bids/proposals received for consulting services in accordance with PSU procurement policy.

6. The Task Force will convene for its first meeting no later than seventy-five (75) days after ratification of the 2018 economic reopener agreements by both parties. The Task Force will deliver a final report to the PSU President’s designee and the Association Executive Council on the Task Force’s findings and recommendations no later than June 15, 2019, or a date mutually agreed to by the parties.

7. The Parties agree to use the Task Force report to inform 2020 successor negotiations. In the event that none of the recommendations of the Task Force is implemented through 2020 successor negotiations, the parties agree to bargain in good faith about alternative lawful options, including but not limited to a health insurance stipend and fund.

This Letter of Agreement will become effective upon signature, and it will be attached to the current Collective Bargaining Agreement.
Article 15. ADJUNCT FACULTY ASSISTANCE FUND

1. The University will provide an Adjunct Faculty Assistance Fund of $290,000 for fiscal year 2018-19 and $300,000 for fiscal year 2019-20, net of other payroll expense costs to provide financial support for members of the bargaining unit who experience financial hardship. Financial hardship includes but is not limited to the following circumstances or events: sudden loss of income; housing insecurity; family crisis or urgent need; unanticipated or catastrophic losses. Members must indicate the amount of assistance they are requesting.

2. This fund may not be used for reimbursement of health insurance premiums or direct reimbursement of health care expenses. Access to this fund is not a substitute for a health care plan.

3. Each Term the Union will notify the University’s Human Resources office of the members to be paid and the amount of each, pursuant to the following schedule:
   
   a. July 15 for benefits for Summer Term.
   b. December 15 for benefits for Fall Term.
   c. March 15 for benefits for Winter Term.
   d. May 15 for benefits for Spring Term.

4. To be eligible for the Adjunct Faculty Assistance Fund the individual must be part of the adjunct bargaining unit and employed during the term for which they are applying, or in the previous term.

5. The Human Resources office will process payments to the members as a payroll item, subject to applicable taxes and withholdings until funds are expended in this account.

6. If, at the end of a given fiscal year, all funds are not expended from this account they will be carried over and available for use in the Adjunct Faculty Assistance Fund during the next fiscal year.

7. Application for the Adjunct Faculty Assistance Fund is contained in Appendix C.

(PSU and PSUFA agree to create and include an Application Form in updated CBA, not to include verification.)
Article 22. NEGOTIATION OF SUCCESSOR AGREEMENT

The parties will confer prior to November 15, 2019 regarding the format for successor bargaining (i.e., whether to use an interest-based, traditional, or other bargaining approach). The parties will also confer regarding the timing and scheduling of successor bargaining.

Unless the parties agree otherwise, the Union will send written notice to the University during the month of January prior to the expiration of this Agreement of its desire to negotiate a successor agreement. Prior to commencement of negotiations, the parties shall exchange written notice of those new subjects or sections of this Agreement they propose to negotiate. Those sections of this agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than January 31, 2020 or such a date as mutually agreed upon by both parties.
This Agreement shall be effective from the date of ratification through **June 30, 2020**

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<tr>
<th>For PSU</th>
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<tbody>
<tr>
<td>Shelly Chabon</td>
<td>Anana Jacob</td>
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<td>Julia Getchell</td>
<td>Shane Abrams</td>
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<td>Cindy Starke</td>
<td>Barry Fadness</td>
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<td>Andria Johnson</td>
<td>William Cornett</td>
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<td>Lisa Stevens</td>
<td>Jea Alford</td>
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<td>Sy Adler</td>
<td>Anna Gray</td>
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<td>Christina Kraus</td>
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<td>Margaret Everett,</td>
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<td>Rahmat Shoureshi,</td>
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Ratification Date: **22 June 2018**